

Carrie Eklund Central Services Manager Finance Department

INVITATION TO BID MULTI-FAMILY HOUSING WEATHERIZATION SERVICES-VALLEY VIEW BID NO.: 611-HS-070

6/20/11 Name of Bidding Firm: ____ City: _____ State: ____ Zip: ____ Address Phone: Fax: E-Mail: Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, July 6, 2011 Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused. **Mandatory Pre-Bid Meeting** 9:00 a.m., Local Time, Monday, June 27, 2011 Bid Deposit/Bid Bond: NO Prevailing Wage YES Performance Bond: YES

PLEASE MARK THE RETURN SEALED ENVELOPE:

- 1. Bid Opening Date and Time
- Title of Job
- Bid Number

RETURN BIDS TO:

City of Rockford

Central Services Manager

425 East State Street, 4th Floor

Rockford, Illinois 61104

Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

- 1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full*, *delivered cost* to the City of Rockford with no additions.
- 2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
- 3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
- 4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
- 5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
- 6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
- 7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
- 8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
- 9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the

City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

- 10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
- 11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.
- 12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.
- 13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.
- 14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.
- 15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.
- 16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as

to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

- 17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.
- 18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.
- 19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.
- 20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.
- 21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.
- 22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
- 23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.
- 24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for

paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

- 25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.
- 26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.
- 27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.
- 28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

- 30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.
- 32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

- 1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- 2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
- 3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.

 Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

<u>Black</u>: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin. <u>Hispanic</u>: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

<u>Asian</u>: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

- 4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
- 5. Certificate of Non-Barred Bidding
- 6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

age or sex through a program of positive action a carries out the requirements of Federal Executiv	t regard to race, religion, color, national origin, handicap affecting all employees. In this program, our company e orders 11246 and 11375, Civil Rights Act of 1964, plicable laws, and indicates its active support of the
are females, and we will attempt to utilize minoring in all jobs for which we contract in the future. Our	are minorities and % of our work force ties and females through a positive, continuing program ur company will utilize referrals from the City of of minorities and females regarding any future job
•	upplies or equipment from small business concerns nnebago or Boone and owned in substantial part (at
this policy statement.	is the official who will be responsible for implementing
our company, responsible for submission of all re	will be designated as the Equal Opportunity Officer in equired equal employment opportunity documents.
In addition, this company's officers. (NOTE: If only officers in this space.)	is hereby authorized to sign payroll as well as will be authorized to sign payrolls, please fill in "No One"

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME:		
NUMBER OF ALL EMI	PLOYEES MUST BE ENTERED FOR EACH CATEGORY	
(No Check Marks Or E	Bid Will Not Be Accepted)	

			MALE	S			F	EMAL	ES	
ALL JOB CLASSIFICATIONS	W	В	Н	Α	1	W	В	Н	Α	1
									The Parks	
							17 - FF 3			
								-		
			2.54							
	-									
		100								

W - WHITE B - BLACK H - HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION								
Our Illinois Department of Human Rights Number is:								
Must Provide Expiration Date:								

CERTIFICATE OF NON-BARRED BIDDING

(Revised 12/21/09)

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agree that if the firm below does not cuone within thirty days with the Sta	irrently have a D				
	Authorized	I Signature			
	Title				
	Firm				
Our firm is a: Minority Business Enterprise		City-Certified?	Yes	No	
Women Business Enterprise Neither		City Certified?		No	

Subcontractor/Leased Operator of Equipment Detail Form City of Rockford

deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted. Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any

Subcontractor/Leased Operator Information Please provide business name and address, and a contact person.	Type of Work Supplied Describe the work the subcontractor/leased operator will perform for this contract.	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Name				
Address				
City, State				
Contact		Z >	₩	%
Name				
Address				
City, State				
Contact		 Z >	\$	%
Name				
Address				
City, State				
Contact		 Z >	↔	%
Name				
Address				
City, State				
Contact		□ N →	↔	%
Name				
Address				
City, State				
Contact		 	↔	%
Name				
Address				
City, State				
Contact		 Z 	₩	%

Date

% of the total contract with MBE/WBE firms.

The bidder intends to Subcontract/Lease Operators of Equipment for

ite

Signed

Supplier Detail Form City of Rockford

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement

% 8 8 % % 8 Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and Percent of **Bid Total** Supplier Date **Dollar Amount** of Supply Contract ᡐ ᡐ ᡐ ₩ ᡐ ᡐ **Business? MBE/WBE** Z Z Z Z Z Z > > > > > > Describe the product the supplier w **Type of Product Supplied** % of the total contract from MBE/WBE firms. provide for this contract. Title Please provide business name and address, and a The bidder intends to procure Supplier Information contact person. City, State City, State City, State City, State City, State City, State submitted. Signed Address Address Address Address Address Contact Address Contact Contact Contact Contact Contact Name Name Name Name Name Name

Winnebago County Prevailing Wage for July 2011

Trade Name				Base	FRMAN *				•	Pensn	Vac	Trng
ASBESTOS ABT-GEN	==	BLD	=		30.460							
ASBESTOS ABT-MEC		BLD								11.89		
BOILERMAKER		BLD		18.950	0.000 46.890					3.350 9.890		
BRICK MASON		BLD			38.460					9.890		
CARPENTER		BLD			40.320					10.70		
CARPENTER		HWY			36.780					8.800		
CEMENT MASON		ALL			37.570					11.45		
CERAMIC TILE FNSHER		BLD		32.240	0.000					4.840		
COMMUNICATION TECH		BLD			39.600					11.20		
ELECTRIC PWR EQMT OP		ALL			45.510					10.62		
ELECTRIC PWR GRNDMAN		ALL			45.510					8.200		
ELECTRIC PWR LINEMAN		ALL			45.510					12.71		
ELECTRIC PWR TRK DRV		ALL			45.510					8.500		
ELECTRICIAN		BLD			44.000					15.83		
ELEVATOR CONSTRUCTOR		BLD		43.790	49.260	2.0				10.71		
GLAZIER		BLD		32.730	33.730	1.5				8.200		
HT/FROST INSULATOR		BLD		33.280	35.770	1.5	1.5	2.0	7.450	14.32	0.000	0.000
IRON WORKER		ALL		35.000	36.750	2.0	2.0	2.0	8.000	19.59	0.000	0.950
LABORER		BLD		29.460	30.460	1.5	1.5	2.0	8.040	11.89	0.000	0.800
LABORER		HWY		30.160	30.910	1.5	1.5	2.0	8.040	11.89	0.000	0.800
LABORER, SKILLED		HWY		32.310	33.060	1.5	1.5	2.0	8.040	11.89	0.000	0.800
LATHER		BLD		36.320	40.320	1.5	1.5	2.0	6.900	10.70	0.000	0.600
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		BLD		32.240	0.000	1.5	1.5	2.0	7.400	4.840	0.000	0.500
MARBLE MASON		BLD		35.090	35.340	1.5	1.5	2.0	7.400	6.980	0.000	0.540
MATERIAL TESTER I		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		BLD		33.970	37.370	1.5				12.35		
OPERATING ENGINEER		BLD	1	40.350	44.350	2.0				8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.350					8.800		
OPERATING ENGINEER					44.200					8.800		
OPERATING ENGINEER OPERATING ENGINEER					44.200					8.800		
OPERATING ENGINEER OPERATING ENGINEER					44.200					8.800		
OPERATING ENGINEER					44.200					8.800		
OPERATING ENGINEER					44.200					8.800		
OPERATING ENGINEER					44.200					8.800		
PAINTER		ALL	′		37.000					8.200		
PILEDRIVER		BLD			41.430					10.70		
PILEDRIVER		HWY			36.780					8.800		
PIPEFITTER		BLD			41.200					10.38		
PLASTERER		BLD			36.700					11.05		
PLUMBER		BLD			41.200					10.38		
ROOFER		BLD			40.650					6.570		
SHEETMETAL WORKER		BLD			37.120					14.43		
SPRINKLER FITTER		BLD			38.890					8.200		
STONE MASON		BLD		35.710	38.460	1.5				11.73		
TERRAZZO FINISHER		BLD		32.240	0.000	1.5				4.840		
TERRAZZO MASON		BLD		35.090	35.340	1.5	1.5	2.0	7.400	6.980	0.000	0.540

TILE LAYER	BLD	36.320	40.320	1.5	1.5 2	.0 6.900	10.70	0.000	0.600
TILE MASON	BLD	35.090	35.340	1.5	1.5 2	.0 7.400	6.980	0.000	0.540
TRUCK DRIVER	ALL 1	32.960	33.420	1.5	1.5 2	.0 6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 2	33.110	33.420	1.5	1.5 2	.0 6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 3	33.310	33.420	1.5	1.5 2	.0 6.900	8.220	0.000	0.000
TRUCK DRIVER	ALL 4	33.420	33.420	1.5	1.5 2	.0 6.900	8.220	0.000	0.000
TUCKPOINTER	BLD	35.710	38.460	1.5	1.5 2	.0 7.400	11.73	0.000	0.570

Legend:

```
M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)
```

Explanations

WINNEBAGO COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

systems are to remain.

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for

computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill -Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving and Extracting); Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics

Class 7. Gradall.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes,

Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) / 2 ton capacity or more; Non-Self Loading Ejection Dump; Pump Cretes: Squeeze Cretes -Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tuq Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Two or three Axle Trucks. A-frame Truck when used for
transportation purposes; Air Compressors and Welding Machines,
including those pulled by cars, pick-up trucks and tractors;
Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck
Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics
Helpers and Greasers; Oil Distributors 2-man operation; Pavement
Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;
Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man
operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters
Unskilled dumpman; and Truck Drivers hauling warning lights,
barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing

classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Multi-Family Housing Weatherization Services-Valley View Bid No.: 611-HS-070

1.0 General Scope

The City of Rockford Weatherization Program requires qualified Contractors for the weatherization of multi-family unit housing. Contractors will provide both the material and labor to perform energy conservation measures on the following City of Rockford and State of Illinois approved property:

Valley View Apartments 3303 E. State Street Rockford, IL 61108

2.0 General Requirements

- 2.1 <u>Determination of Qualified Bidders.</u> All qualified bidders and their staff members who will perform work must have the proper licenses and certifications required by state and local mechanical codes.
- Award. A contract will be awarded to the contractor whose bid, in the sole judgment of City of Rockford Weatherization Program; most thoroughly meets the specifications outlined in this document. City of Rockford Weatherization Program reserves the right to review all bids submitted for a maximum period of thirty (30) days after the date of submission, and by submitting a bid, the contractor agrees that the amount specified in the bid shall remain in full force and effect for the thirty (30) day period. No contractor shall modify, withdraw, or cancel its bid or any part thereof for sixty (60) days after the date of submission.

The selected Contractor must enter into an Agreement with City of Rockford within fifteen (15) days following its notification of selection. City of Rockford Weatherization Program in its sole discretion may extend the period up to a maximum 30-day period. The contract period is based on the project outlined. All awards are contingent on the availability of State funds for this program.

- 2.3 Insurance Requirements. Upon execution of the contract, and prior to the contractor commencing any work or services with regard to the project, the contractor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the contractor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured there under. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation. The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:
 - 2.3.1 <u>Commercial General Liability</u>. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per

project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.3.2 <u>Umbrella Liability</u>. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.3.3 <u>Automobile Coverage</u>. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate.
- 2.3.4 <u>Workers Compensation</u>. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 2.3.5 <u>Insurance Certificates</u>. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the contractor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.
- 2.4 <u>Contract Length.</u> The contract period shall be from date of award through December 31, 2011.
- 2.5 <u>Contact.</u> The contact for this bid is Anne Wilkerson, Financial Analyst, at 815-987-5741 or <u>anne.wilkerson@rockfordil.gov</u>.

3.0 Specific Requirements

3.1 <u>Site.</u>

Valley View Apartments 3303 E. State Street Rockford, IL 61108

- 3.2 <u>Scope of Work.</u> Existing conditions, scope of work, drawings and prior bid process addendums attached to bid documents were prepared by Anderson McInnis Architects, LLC.
- 3.3 <u>Pre-Bid Meeting.</u> MANDATORY pre-bid meetings will take place on Monday, June 27, 2011 at 9:00 am at Valley View Apartments.

Bids will only be accepted from those contractors who attend the mandatory pre-bid meeting. Questions will be answered at this time. Oral interpretations of this bid are not binding.

- 3.4 <u>Communication.</u> Upon award of the contract, the contractor will assign a contact person to set the work schedule in order to complete project by August 31, 2011.
- 3.5 <u>Laws and Regulations.</u> The contractor, including sub-contractors, will perform according to the following specifications, and to all trades and licensing standards, codes, statues, regulations, etc. of governing authorities, agencies, utilities, etc. having jurisdiction in Illinois, where applicable. All services shall be performed within specifications set by the State of Illinois and City of Rockford and State of Illinois Building Code guidelines.
- 3.6 <u>Safety.</u> All work shall be done in a safe manner and comply with all Federal, State, and Local safety and environmental laws and regulations. This will include, but not be limited to OSHA, EPA, etc. Adequate barricades will be erected and maintained all-around areas where equipment and materials are stored and used. During all phases of the work, the contractor will make proper use of interior and exterior type temporary scaffolding, particularly during the actual work.
- 3.7 <u>Weatherization Standards.</u> The bidder hereby proposes to furnish all labor, materials, supplies and services required, in the manner prescribed therein and to the standards of quality and performance established by the specifications and City of Rockford Weatherization Program Department of Human Services within the price stated herein for each of the items or combination of the items stipulated.
- 3.8 <u>Reporting.</u> Contractor will be required to report wages on a weekly basis by the following Monday using the MyLCM System for the Illinois Department of Commerce and Economic Opportunity. https://app.mylcm.com
- 3.9 <u>Completion Requirements.</u> Because of program completion requirements, Contractor has until August 31, 2011 to complete all work in the project. Failure to complete project by August 31, 2011 may result in removal from the City of Rockford Weatherization Program.

 All work must be guaranteed for a period of one (1) year. The Contractor must replace, without charge, any defective part within the warranty periods. All invoices and bid must list materials and labor costs separately.
- 3.10 <u>Payment Process.</u> Contractor will turn invoices in to City of Rockford Human Services at which time a Weatherization specialist will complete a final inspection to verify the Contractor completed the job as specified. Payment will only be issued after final Weatherization inspection, permits are cleared and myLCM reporting is current.
- 3.11 <u>Manufacturer's Specifications.</u> Contractor will submit manufacturer's specifications for products expected to be used with bid. Material safety data sheets must be available from the Contractor on the job site after contract is approved.

4.0 Special Requirements

- 4.1 <u>American Recovery and Reinvestment Act.</u> The contractor agrees to be bound the requirements listed below when participating on any work funded through the Federal American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act), which found at Pub. L. 111-5.
 - 4.1.1 ARRA Funds Shall Not Support Inherently Religious Activities.

 The contractor certifies that funds provided under this agreement shall not be used to support inherently religious instruction, worship, or proselytization. The contractor must take appropriate steps to separate, in time or location, their inherently religious activities from the Scope of Work funded under this agreement. Regulation pertaining to the

prohibition of Federal funds for inherently religious activities can be found in the U.S. Department of Health and Human Service's website at: http://www.os.dhhs.gov.

4.1.2 Purchase of American Made Equipment and Products.

The contractor agrees that when expending ARRA funds, to the greatest extent practicable, all equipment and products purchased with funds under this agreement will be Americanmade. The contractor will provide documentation if unable to procure equipment and products that are American-made.

4.1.3 ARRA Funding Acknowledgement.

The Contractor agrees to provide any and all information requested by CEDA on the work received under this contract. The Contractor agrees to participate in any press conferences, permits their names to be used in any press releases or other public information which discusses or reports on this project and the utilization of ARRA dollars.

4.1.4 Debarment and Suspension.

The contractor certifies that they are not debarred or suspended or otherwise found to be ineligible for participation in any Federal assistance programs under Executive Order 1549, "Debarment and Suspension." 45 CFR 92.35.

4.1.5 Transparency and Accountability.

The Contractor agrees to comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282).

Appendix A Bid Form – Valley View Apartments HVAC Retrofit

The undersigned declares they have carefully examined the General Conditions, Technical Specifications, Terms and Conditions, and Bid Form for Multi-Family Housing Weatherization Services and hereby agrees to provide the required services in accordance with this bid and all attachments, exhibits, etc.

Labor

Materials

Total

A price is requested from the contractor for services at each site. Contractors may bid on any or all sites and projects. The award will be made on whatever combination the City deems most advantageous according to contractor availability and scheduling.

		Labor	Waterials	Total
HVAC Retrofit		\$	\$	\$
Inspection, Testing and Correction Services- Existing Boilers	10 boilers	\$	\$	\$
Inspection, Testing and Correction Services- Existing Water Heaters	3 water heaters	\$	\$	\$
Asbestos Testing per Sample		\$		
TOTAL BID				\$
			Person, Firm, or Cor	poration

Authorized Signature & Title